

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 16																																			
1. CONTRACT PURCH ORDER/AGREEMENT NO. DAAE20-03-P-0225			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) 2003FEB11		4. REQUISITION/PURCH REQUEST NO. SEE SCHEDULE		5. PRIORITY DOA5																																				
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CSC-B PHYLLIS LINGAFELTER (309)782-3625 ROCK ISLAND IL 61299-7630 EMAIL: LINGAFELTERP@RIA.ARMY.MIL			CODE W52H09		7. ADMINISTERED BY (If other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD ARLINGTON HEIGHTS IL 60005-2451			CODE S1403A		8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)																																			
9. CONTRACTOR MCNALLY INDUSTRIES INC 216 S PINE ST PO BOX 129 GRANTSBURG WI 54840-0219			CODE 96953		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED																																				
NAME AND ADDRESS			TYPE BUSINESS: Other Small Business Performing in U.S.		12. DISCOUNT TERMS			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Block 15																																					
14. SHIP TO SEE SCHEDULE			CODE		15. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381				CODE HQ0339		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2																																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 10%; text-align: center; vertical-align: middle;">16. TYPE OF ORDER</td> <td style="width: 10%; text-align: center;">DELIVERY/ CALL</td> <td colspan="10" style="padding: 5px;">THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.</td> </tr> <tr> <td rowspan="2" style="text-align: center; vertical-align: middle;">PURCHASE</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">X</td> <td colspan="10" style="padding: 5px;">Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.</td> </tr> <tr> <td colspan="10" style="padding: 5px;">furnish the following on terms specified herein.</td> </tr> </table>												16. TYPE OF ORDER	DELIVERY/ CALL	THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.										PURCHASE	X	Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.										furnish the following on terms specified herein.									
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NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)																																										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE																																													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT																																		
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Supply Contracts and Priced Orders																																											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL (309)782-5313 BY: _____ CONTRACTING/ORDERING OFFICER				25. TOTAL \$9,090.00 26. DIFFERENCES																																			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED _____																																													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																																					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS																																			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR																																			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.																																			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)																																			
40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		43. RECEIVED BY (Print)		44. DATE RECEIVED (YYYYMMDD)		45. RECEIVED AT																																			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 2 of 16
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information:		
(1) TACOM-RI solicitation number;		
(2) Name of PCO;		
(3) Problem description;		
(4) Summary of your discussions with the buyer/PCO.		
(End of clause)		

352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998

TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997

TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN PRICE \$

CLIN PRICE \$

CLIN PRICE \$

CLIN PRICE \$

(End of clause)

(AS7008)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 4 of 16
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

5	52.233-4503 TACOM-RI	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

6	52.246-4538 TACOM-RI	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
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THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

EARLY SHIPMENTS, TOTAL OR PARTIAL, ARE HEREBY AUTHORIZED.

*** END OF NARRATIVE A 001 ***

AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND MCNALLY INDUSTRIES, INC. A PURCHASE ORDER IS AN OFFER BY THE U.S.GOVERNMENT TO BUY THE SUPPLIES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE CONTRACTOR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES OR TO HONOR INVOICES.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 5 of 16
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

NO PHOSPHATE COATING IS REQUIRED.

IN ACCORDANCE WITH THE TECHNICAL DATA QAR 12524336 REV F, PART IV, PARAGRAPH 1 - MAGNETIC PARTICLE INSPECTION WRITTEN PROCEDURE FROM CONTRACT NO. DAAE20-97-D-0006 IS APPROVED FOR USE IN THIS CONTRACT DAAE20-03-P-0225.

AIE 12524707 IS NOT REQUIRED.

*** END OF NARRATIVE A 003 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 6 of 16
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Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> NSN: 1005-01-088-4378 FSCM: 19200 PART NR: 12524335 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: CAM-PIN ASSEMBLY PRON: M131V090M1 PRON AMD: 03 ACRN: AA AMS CD: 070011H8GUN <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 8 of 16
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Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

7

52.210-4501

DRAWINGS/SPECIFICATION

MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524335 with revisions in effect as of 8/14/01 (except as follows):

(NOTE: BE ADVISED MCNALLY IS TO USE THE TECHNICAL DATA PACKAGE USED ON PRIOR PURCHASE ORDER # DAAE20-02[-P-0291])

DOCUMENT	DELETE	REPLACE WITH
SPI-12524335	MIL-P-116/MIL-P-14232	MIL-STD-2073-1
	MIL-P-3420	MIL-PRF-3420
	MIL-B-121	MIL-PRF-121
	MIL-B-117	MIL-DTL-117
QAP 12524336	MIL-STD-105 & AQLS	MIL-STD-1916 VL IV FOR MAJOR & VL II FOR MINOR CHARACTERISTICS
QAP 12524335	" "	" "

THE FOLLOWING GOVERNMENT ACCEPTANCE INSPECTION EQUIPMENT (AIE) DESIGN DRAWINGS, CITED ELSEWHERE IN THE TECHNICAL DATA, ARE APPROPRIATE FOR USE DURING PERFORMANCE OF THIS CONTRACT TO INSPECT THE APPLICABLE CHARACTERISTICS.

- ALL AIE DESIGNS SPECIFIED FOR CRITICAL CHARACTERISTICS/DEFECTS.
- OTHER - LISTS BY CITING INDIVIDUAL DRAWING NUMBERS OF EQUIPMENT LIST(S):
NONE

ALL OTHER GOVERNMENT AIE DESIGNS WHICH ARE CITED IN THE TECHNICAL DATA PACKAGE LIST OR IN ANY OF THE DOCUMENTS IN THE TECHNICAL PACKAGE NO LONGER BEING MAINTAINED BY THE GOVERNMENT, MAY NOT REFLECT THE LATEST COMPONENT CONFIGURATION AND ARE THEREFORE, INCLUDED FOR INFORMATIONAL PURPOSES ONLY. EXCEPT FOR THE AIE DESIGNS LISTED ABOVE, THE CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SUBMISSION TO THE GOVERNMENT FOR REVIEW OF ALL OTHER AIE IN ACCORDANCE WITH CLAUSE ES7002 SPECIFIED ELSEWHERE IN SECTION E OF THIS CONTRACT.

QAP 12524335 MINOR 205 VV-L-800 REPLACE WITH MINOR 205 MIL-PRF-3150

DWGS: 1252433, 12524335, 12524336, 12524370, 12524390, SHEET 1, AND
12524558 SHEET 1: CHANGE DISTRIBUTION STATEMENT FROM "A" TO "C".
DWG: 12524390 SHEET 2: ADD "DISTRIBUTION STATEMENT C".

(CS6100)

8

52.210-4511

STATEMENT OF WORK - OZONE DEPLETING CHEMICALS

MAR/1994

TACOM-RI

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

PACKAGING AND MARKING

- 952.211-4502PACKAGING REQUIREMENTS (COMMON/SELECTIVE GROUP)FEB/2000TACOM-RI
- a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15DEC99
- Preservation: MILITARY
Level of Packing: B
Quantity per Unit Package: 001
Quantity of Unit Packages per Intermediate Container: MIL-STD-2073-1, PARA B5
- b. MIL-STD-2073-1, Revision -6-, Date -7-, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:
- | | | |
|--|----|------------------------|
| Preservation Method Code..... | GS | (Table J.I. and J.IA.) |
| Cleaning Procedure Code..... | 1 | (Table J.II) |
| Preservative Material Code..... | 09 | (Table J.III) |
| Wrapping Material Code..... | 00 | (Table J.IV) |
| Cushioning and Dunnage Code..... | XX | (Table J.V) |
| Thickness of Cushioning or Dunnage Code..... | X | (Table J.VI) |
| Unit Container Code..... | XX | (Table J.VII) |
| Intermediate Container Code..... | 10 | (Table J.VII) |
| Packing Code..... | Q | (Table J.IX and J.IXA) |
| Special Marking Code..... | 40 | (Table J.X) |
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- d. Marking: In addition to any special markings called out above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15MAY97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number: X5-2.
- e. These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the packaging. Please submit request for changes in accordance with the RFD/RFW clause of the contract. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, blocking, bracing, cushioning, and packing at contractor's expense.
- f. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6412)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 10 of 16
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

10	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	TACOM-RI		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

11	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000	APR/2001
	TACOM-RI		

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) _____NOT CERTIFIED

(2) _____CERTIFIED

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 11 of 16
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

(i)____DATE OF CERTIFICATION

(ii)____CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

THE REQUIREMENT FOR ISO 9001 IS APPLICABLE TO THIS PURCHASE ORDER.

INITIAL PRODUCTION INSPECTION IS NOT REQUIRED.

*** END OF NARRATIVE E 001 ***

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

12	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
13	52.247-29	F.O.B. ORIGIN	JUN/1988
14	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 12 of 16

PIIN/SIIN DAAE20-03-P-0225**MOD/AMD**

Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB				OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	ACCOUNTING			AMOUNT
								NUMBER	STATION			
0001AA	M131V090M1	AA	2	97	X4930AC6G	6D	26FB	S11116	W52H09	\$		9,090.00
	070011H8GUN											
									TOTAL	\$		9,090.00

SERVICE						ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC6G	6D	26FB S11116	W52H09	\$ 9,090.00
						TOTAL	\$ 9,090.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 13 of 16
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

SPECIAL CONTRACT REQUIREMENTS
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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(HA7001)

15	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
16	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is LINGAFELTERP@RIA.ARMY.MIL. The data fax number for submission is (309)782-3625, ATTN: PHYLLIS LINGAFELTER.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

17	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 14 of 16
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Name of Offeror or Contractor: MCNALLY INDUSTRIES INC

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

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(IA7001)

18	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
20	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
23	52.243-1	CHANGES - FIXED PRICE	AUG/1987
24	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
25	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
26	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
27	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
28	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
29	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
30	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
31	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
32	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
33	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 15 of 16
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

34 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

35 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
 - (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
 - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
 - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0225 MOD/AMD	Page 16 of 16
Name of Offeror or Contractor: MCNALLY INDUSTRIES INC		

(IA7009)